

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT

**FOR A PROGRAMME OF RESEARCH,
DEVELOPMENT AND DEMONSTRATION
ON ENHANCED OIL RECOVERY**

(as amended on 22 September 2006)

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The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments of International Energy Agency (“Agency”) countries, governments of other countries invited by the Governing Board of the Agency to be Contracting Parties, international organisations or parties designated by their respective governments, wish to take part in the establishment and operation of a Programme of Research, Development and Demonstration on Enhanced Recovery of Oil (the “Programme”) as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments of Agency Countries and the governments of Agency Countries which have designated Contracting Parties (referred to collectively as the “Governments”) have agreed in Article 41 of the Agreement on an International Energy Program (the “I.E.P. Agreement”) to undertake national programmes in the areas set out in Article 42 of the I.E.P. Agreement, including energy research and development, and have referred in Chapter IV of the Long-Term Co-operation Programme, adopted by the Governing Board on 30th January, 1976, to the establishment of programmes in new energy research and development areas and that the enhanced recovery of oil would aid the Agency Participating Countries in meeting their energy objectives;

CONSIDERING that in the Governing Board of the Agency on 30th March, 1979, the governments approved the Programme as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognized the establishment of the Programme as an important component of international co-operation in the field of energy research and development;

HAVE AGREED as follows:

Article 1

DEFINITIONS

- 1.1 *Agency or IEA* shall mean the International Energy Agency.
- 1.2 *Annex* shall mean an addendum, if any, to this Agreement and an integral part thereof, which sets forth the manner, including the financial undertakings, and other means of support, by which the activities which are the object of the Annex, shall be implemented by the Participants.
- 1.3 *CERT* shall mean the Committee on Energy Research and Technology of the IEA.
- 1.4 *Contracting Party* shall mean a Contracting Party, as described in the IEA Framework, which has signed or acceded to, and has not withdrawn from, this Agreement.
- 1.5 *Executive Committee* shall mean the committee established pursuant to Article 3 herein.
- 1.6 *Financial Year* shall mean the 12-month period from 1 January to 31 December of each year.
- 1.7 *Governing Board* shall mean the Governing Board of the IEA.
- 1.8 *IEA Framework* shall mean the IEA Framework for International Energy Technology Co-operation adopted by the Governing Board on 3 April 2003 and any amendments thereto. The IEA Framework is attached as Exhibit A to this Agreement and is an integral part thereof.
- 1.9 *I.E.P. Agreement* shall mean the Agreement on an International Energy Program dated 18 November 1974, as amended.
- 1.10 *IEA Member countries* shall mean the member countries of the IEA.
- 1.11 *International Organisation* shall mean an Intergovernmental Organisation established by States and/or International Governmental Organisations under International Law.
- 1.12 *OECD* shall mean the Organisation for Economic Co-operation and Development.
- 1.13 *Operating Agent* shall mean the legal entity, if any, appointed by the Executive Committee to manage the Programme of Work under this Agreement and/or each of its Annexes, if any.
- 1.14 *Participant* shall mean a signatory of this Agreement, whether a *Contracting Party* or *Sponsor*.
- 1.15 *Programme* shall mean the overall plan of activities to be implemented under this Agreement and Annexes, if any.
- 1.16 *Programme of Work* shall refer to the Programme for each year carried out under this Agreement.
- 1.17 *Sponsor* shall mean any Sponsor, as described in the IEA Framework, which has signed or acceded to, and has not withdrawn from, this Agreement.
- 1.18 *Task* is a particular activity carried out under the Programme as itemised in Article 2.3 herein.

Article 2

OBJECTIVES

2.1 *Background.* At present, the world-wide recoverable reserves of oil are, on an average, about 30% of the actual deposits of oil in place in these deposits, although this proportion varies somewhat according to location. Thus, any technological means which can be employed to enhance the rate of oil recovery economically will increase the total oil available.

2.2 *Scope of Activity.* The Programme to be carried out by the Participants within the framework of this Agreement shall consist of co-operative research, development, demonstrations and exchanges of information regarding enhanced recovery of oil. This shall be done by fundamental studies, laboratory experiments and field tests on various techniques for enhanced recovery of oil, with a view to applying the techniques developed to all oil reservoirs, consistent with economic and environmental considerations.

2.3 *Means.* The Participants will undertake a co-ordinated Programme involving the sharing of the following enhanced oil recovery Tasks:

- (1) Task A – Studies of Fluids and Interfaces in Porous Media;
- (2) Task B – Fundamental Research on Surfactants and Polymers;
- (3) Task C – Development of Techniques for Gas Flooding;
- (4) Task D – Thermal Recovery;
- (5) Task E – Dynamic Reservoir Characterisation; and
- (6) Task F – Emerging Technologies.

2.4 *Task Co-ordination and Co-operation.* The Participants shall co-operate in co-ordinating the work of the various Tasks and in advancing the research and development activities of all Participants in the field of enhanced recovery of oil. Such co-operation includes, but is not limited to, the holding of an annual workshop and symposium.

2.5 *Additional Tasks.* Additional Tasks may be added to the Programme by amendment of this Agreement as provided in Article 9.3 hereto.

Article 3

THE EXECUTIVE COMMITTEE

3.1 *Supervisory Control.* Control of the Programme shall be vested in the Executive Committee constituted under this Article.

3.2 *Membership.* The Executive Committee shall consist of one member designated by each Participant; each Participant also shall designate an alternate member to serve on the Executive Committee in the event that its designated member is unable to do so.

3.3 *Responsibilities.* The Executive Committee shall:

- (a) Adopt for each year, acting by unanimity, a Programme of Work together with an indicative programme of work for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work;
- (b) Make such rules and regulations as may be required for the sound management of the Tasks;
- (c) Establish the terms and conditions of participation of Participants, subject to the IEA Framework;
- (d) Carry out the other functions conferred upon it by this Agreement; and
- (e) Consider any matters submitted to it by any Participant.

3.4 *Procedures.* The Executive Committee shall carry out its responsibilities in accordance with the following procedures:

- (a) The Executive Committee shall each year elect a Chairman, a Vice-Chairman, a Secretary and an Operating Agent, if any;
- (b) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for its proper functioning. A representative of the Agency may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity;
- (c) The Executive Committee shall meet in regular session once each year; a special meeting shall be convened upon the request of any Contracting Party which can demonstrate the need therefor;
- (d) Meetings of the Executive Committee shall be held at such time and in such location as may be designated by the Executive Committee;
- (e) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Participant and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting;
- (f) The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction).
- (g) The Executive Committee shall ensure that draft minutes, agreed to by the Chair, are distributed promptly after each Executive Committee meeting to each Participant entitled to attend the meeting. Draft minutes shall be submitted for approval at the next Executive Committee meeting.

3.5 *Voting.*

- (a) Where this Agreement requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member entitled to vote and who are present and voting at the meeting at which the decision is taken. Decisions and recommendations for which no express voting provision is made in this Agreement shall be adopted by the Executive Committee by a majority vote of the members or alternate members entitled to vote and who are present and voting;
- (b) Each government having designated more than one Contracting Party shall have but one vote on the Executive Committee, irrespective of the number of Contracting Parties that it has designated.
- (c) Each Sponsor shall have a right to vote, if so decided by the Executive Committee upon unanimous vote and according to the terms and conditions established by the Executive Committee.
- (d) An abstention shall be considered as a non-vote and shall not block an otherwise unanimous vote.
- (e) With the agreement of each member or alternate member entitled to vote, a decision or recommendation may be made by mail, fax, e-mail or other electronic transmission without the necessity for calling a meeting. The Chairman of the Executive Committee shall be responsible for ensuring that all Participants are informed of each decision or recommendation made pursuant to this paragraph.

3.6 *Reports.* The Executive Committee shall, at least annually, provide the Agency with the periodic reports and information required pursuant to Article 6 of the Framework.

Article 4

FINANCE

4.1 Each Participant individually will bear all costs associated with the execution of its activities as provided in this Agreement, including:

- (a) the costs of carrying out the research and development activities undertaken by it in the various Tasks; and
- (b) the costs of formulating or transmitting reports and of reimbursing its employees for travel and other per diem expenses incurred in connection with its work on the Tasks.

4.2 The total cost of the annual workshops and symposium will be shared through a registration fee. However the host country will make best endeavours to minimise the total cost by securing sponsorship.

Article 5

INFORMATION AND INTELLECTUAL PROPERTY

OECD/IEA Intellectual Property. The Participants understand and agree that the name, acronym and emblem of the IEA has been notified to the World Intellectual Property Organisation (WIPO) Secretariat according to Article 6 of the Paris Convention for the Protection of Industrial Property, as amended on 28 September 1979. The Participants further understand and agree that the OECD/IEA shall retain the copyright to all deliverables, materials or joint material or joint publications published or to be published by the IEA or jointly by the IEA and one or more other parties. Should the Participants use any such deliverables, materials or joint material or joint publications they shall give full acknowledgement to the OECD/IEA as being the source of the material with a copyright notice in the following form: © OECD/IEA, (year of publication).

Article 6

LEGAL RESPONSIBILITY

No Participant shall be liable to compensate or contribute to any other Participant for any loss or damage suffered in the course of carrying out the Programme.

Article 7

LEGISLATIVE PROVISIONS

7.1 *Accomplishment of Formalities.* Each Participant shall request the appropriate authorities of its country (or its Member States in the case of an international organisation) to use their best endeavours, within the framework of applicable legislation, to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to operate the Programme.

7.2 *Applicable Laws.* In carrying out this Agreement, the Participants shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the respective Participants, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages,

brokerage or contingent fees to persons retained to solicit governmental contracts and upon any share of such contracts accruing to governmental officials.

7.3 *Decisions of Agency Governing Board.* The IEA Framework for International Energy Technology Co-operation, adopted by the IEA Governing Board on 3 April 2003, shall, together with any amendments thereto, be binding upon all Contracting Parties and Sponsors (as defined in the Framework) which have signed or acceded to, and not withdrawn from, this Agreement. A copy of the Framework is attached as Exhibit A to this Implementing Agreement and shall be an integral part thereof.

7.4 *Settlement of Disputes.* Any dispute among the Participants arising out of or under this Agreement, including the interpretation or the application thereof, which is not settled by negotiation or other agreed mode of settlement within thirty (30) days from the notice of one Participant to the other Participant(s), shall be referred to a sole arbitrator to be chosen by the Participants in dispute. Should the Participants fail to agree upon the choice of the arbitrator within thirty (30) days of notice of arbitration, the President of the Permanent Court of Arbitration in The Hague shall, at the request of any Participant, exercise those responsibilities. The arbitrator shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and his decision on a question of fact shall be final and binding.

Article 8

ADMISSION AND WITHDRAWAL OF PARTICIPANTS

8.1 *Admission of New Contracting Parties: OECD Member Countries.* Upon the invitation of the Executive Committee, acting by unanimity, admission to the Agreement shall be open to the government of any OECD member country (or a national agency, public organisation, private corporation, company, or other entity designated by such government), which signs or accedes to this Agreement, accepts the rights and obligations of a Contracting Party and agrees to carry out work under at least one Task provided for in the present Agreement. Such admission of a Contracting Party shall become effective upon the signature of this Agreement by the new Contracting Party or its accession thereto and the adoption of any consequential amendments thereto.

8.2 *Admission of New Contracting Parties: OECD Non-Member Countries.* The government of any country which is not a member of the OECD may, on the approval of the Executive Committee, acting by unanimity and, where required, with the approval of the CERT, be invited to participate as a Contracting Party in this Agreement (or to designate a national agency, public organisation, private corporation, company, or other entity to do so), under the conditions stated in paragraph 8.1 above and subject to the IEA Framework.

8.3 *Replacement of Contracting Parties.* With the agreement of the Executive Committee, acting by unanimity, and upon the request of a government, a Contracting Party designated by that government may be replaced by another party. In the event of such

replacement, the replacement party shall assume the rights and obligations of a Contracting Party as provided in paragraph 8.1 above and in accordance with the procedure provided therein.

8.4 *Withdrawal.* Any Contracting Party may withdraw from this Agreement either with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written Notice of Withdrawal to the Executive Director of the Agency. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the other Contracting Parties. The Contracting Party that has given Notice of Withdrawal or that has requested the Executive Committee to approve its withdrawal at an earlier date shall maintain all its rights and obligations, including of financial nature, until the date of effect of the withdrawal.

8.5 *Failure to Fulfil Contractual Obligations.* Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice specifying the nature of such failure and invoking this paragraph, may be deemed by the Executive Committee, acting by unanimity, to have withdrawn from this Agreement.

8.6 *Admission of Sponsors.*

- (a) Upon the invitation of the Executive Committee, acting by unanimous vote, participation in this Agreement shall be open to Sponsors, as set forth in the IEA Framework.
- (b) Participation of Sponsors requires prior approval by the CERT. The terms and conditions, including rights and obligations, of Sponsors' participation in this Agreement and its Annexes, if any, shall be established by the Executive Committee, provided that no Sponsor be accorded greater rights than those permitted to Sponsors in the IEA Framework.

Article 9

FINAL PROVISIONS

9.1 *Term of Agreement.* This Agreement shall remain in force for an initial period of two years and, thereafter, may be extended for such additional periods of not greater than five years as may be determined by the Executive Committee, acting by unanimity and subject to the approval of the CERT. The Executive Committee, acting by unanimity, may terminate this Agreement at any time.

9.2 *Legal Relationship of Participants.* Nothing in this Agreement shall be regarded as constituting a partnership between any of the Participants.

9.3 *Amendment.* This Agreement may be amended at any time by the Executive Committee, acting by unanimity. Such amendments shall come into force in a manner determined by the Executive Committee, acting by unanimity.

9.4 *Deposit.* The original of this Agreement, and all amended versions thereof, shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Participant.

Done in Paris, this 22nd day of May, 1979.

As amended by the Executive Committee as of 5th October 1989

and as further amended by the Executive Committee on 22 September 2006

The current Contracting Parties to this Agreement are:

Name of Contracting Party	Country	Signatory	Date of Signature
DEPARTMENT OF INDUSTRY, TOURISM AND RESOURCES (succeeded Department of Primary Industries and Energy; and Department of Resources and Energy)	Australia	F. Argy	04.03.85
ÖMV AKTIENGESELLSCHAFT	Austria	Dr. Alfred Kaufmann	22.05.79
DEPARTMENT OF NATURAL RESOURCES (succeeded The Department of Energy, Mines and Resources in December 1994)	Canada	Dr. I. A. Stewart	22.05.79
MINISTRY OF ECONOMY AND BUSINESS AFFAIRS, Danish Energy Authority. * The original signatory was the Ministry of Energy which in October 1994 was merged with the Ministry of Environment to form the Ministry of Environment and Energy. In 2001, energy matters were moved to the Ministry of Economy and Business Affairs.	Denmark	Henrik Netterstrøm (for the Ministry of Energy)	10.04.86
INSTITUT FRANÇAIS DU PÉTROLE	France	P. Jacquard	12.04.90
THE JAPAN NATIONAL OIL CORPORATION (JNOC)	Japan	Dr. Yasufumi Ishiwada	22.05.79
THE ROYAL NORWEGIAN MINISTRY OF PETROLEUM AND ENERGY (name changed to the Royal Norwegian Ministry of Industry and Energy, then reverted back to the Royal Norwegian Ministry of Petroleum and Energy)	Norway	Mr. Bjartmar Gjerde	22.05.79
THE OIL AND GAS RESEARCH INSTITUTE OF THE ACADEMY OF SCIENCES OF RUSSIA	Russian Federation	A. M. Mastepanov	11.12.97
THE DEPARTMENT OF TRADE AND INDUSTRY (replaced the United Kingdom Atomic Energy Authority (UKAEA))	United Kingdom	Ambassador P.W.M. Vereker P.J. Searby	DTI 09.12.98 UKAEA 01.02.80
The United States Department of Energy (DOE) (replaced by The Government of the United States of America; then again by the United	United States	Mr. Harry Bergold	22.05.79

States Department of Energy)			
PDVSA INTEVEP	Venezuela	M. Rivero	31.05.00

Contracting Parties since withdrawn:

THE GENERAL PETROLEUM COMPANY	Egypt	H. Kamel	Signed: 11.03.85 Withdrew: 30.10.91
KERNFORSCHUNGSANLAGE JÜLICH GmbH	Germany	V.R. Neumann V.J. Nieraad	Signed: 22.06.79 Withdrew: 01.12.06

EXHIBIT A

IEA FRAMEWORK FOR INTERNATIONAL ENERGY TECHNOLOGY CO-OPERATION

I. General Principles

Article 1

Mandate

- 1.1 In fulfilment of Chapter VII of the Agreement on an International Energy Program and in light of the Shared Goals of the IEA, the IEA operates Implementing Agreements to enable IEA Member countries to carry out programmes and projects on energy technology research, development and deployment.
- 1.2 An Implementing Agreement is a contractual relationship established by at least two IEA Member countries, and approved by the Governing Board, for the purpose set out in Article 1.1.
- 1.3 Participants in an Implementing Agreement shall contribute as fully as possible to the achievement of its objectives and shall endeavour to secure, through public and private support, the necessary scientific, technical and financial resources for the programmes and projects carried out under such an Implementing Agreement.
- 1.4 Each Implementing Agreement shall have an Executive Committee composed of representatives of all participants.

Article 2

Nature of Implementing Agreements

- 2.1 The activities of an Implementing Agreement may include, *inter alia*:
 - (a) co-ordination and planning of specific energy technology research, development and deployment studies, works or experiments carried out at a national or international level, with subsequent exchange, joint evaluation and pooling of the scientific and technical results acquired through such activities;
 - (b) participation in the operation of special research or pilot facilities and equipment provided by a participant, or the joint design, construction and operation of such facilities and equipment;
 - (c) exchange of information on (i) national programmes and policies, (ii) scientific and technological developments and (iii) energy legislation, regulations and practices;
 - (d) exchanges of scientists, technicians or other experts;
 - (e) joint development of energy related technologies; and
 - (f) any other energy technology related activity.

- 2.2 Participation in an Implementing Agreement shall be based on equitable sharing of obligations, contributions, rights and benefits. Participants in an Implementing Agreement shall undertake to make constructive contributions, whether technical, financial or otherwise, as may be agreed by the Executive Committee.
- 2.3 Some or all of the participants in an Implementing Agreement may choose to execute specific projects and/or programmes through Annexes to the Implementing Agreement.

II. Rules Applicable to IEA Implementing Agreements

Article 3

Participation, Admission and Withdrawal

- 3.1 An Implementing Agreement can be established by two or more IEA Member countries subject to approval of the Committee on Energy Research and Technology (CERT) and of the Governing Board. There are two possible categories of participants in Implementing Agreements: Contracting Parties and Sponsors.
- 3.2 Contracting Parties may be
- (a) the governments of both OECD member or OECD non-member countries;
 - (b) the European Communities;
 - (c) international organisations in which the governments of OECD member countries and/or OECD non-member countries participate; and
 - (d) any national agency, public organisation, private corporation or other entity designated by the government of an OECD member country or an OECD non-member country, or by the European Communities.
- 3.2.1 Participation in any Implementing Agreement for OECD non-member countries or for international organisations requires prior approval by the CERT. However, should the CERT consider a first time application by an OECD non-member country or an international organisation to be sensitive, it may refer the decision to the Governing Board as it deems appropriate.
- 3.2.2 Prior to CERT approval of participation of OECD non-member countries or international organisations in any Implementing Agreement, the Executive Committee shall:
- (a) have voted in favour of the applicant to join the Implementing Agreement and provide evidence of the same to the CERT;
 - (b) provide the CERT with a copy of the terms and conditions of the applicant's participation in the Implementing Agreement; and
 - (c) provide the CERT with a letter from the applicant expressing the applicant's desire to join the Implementing Agreement and specifying which Annexes it wishes to join; its acceptance of the terms and conditions of the Implementing

Agreement; the name of its designated entity if it is not the applicant itself; and the name of the entity that will sign the Implementing Agreement.

3.2.3 The terms and conditions for the admission, participation and withdrawal of Contracting Parties, including their rights and obligations, in Implementing Agreements and their Annexes, if any, shall be established by the Executive Committee of each Implementing Agreement.

3.2.4 Notwithstanding Article 3.2.3, no Contracting Party from an OECD non-member country or international organisation shall have greater rights or benefits than Contracting Parties from OECD member countries.

3.3 Sponsors may be

(a) entities of OECD member countries or OECD non-member countries who are not designated by the governments of their respective countries to participate in a particular Implementing Agreement; and

(b) non-intergovernmental international entities in which one or more entities of OECD member countries or OECD non-member countries participate.

3.3.1 Participation of Sponsors in Implementing Agreements requires prior approval by the CERT.

3.3.2 Prior to CERT approval of Sponsor participation in any Implementing Agreement, the Executive Committee shall:

(a) have voted in favour of the applicant to join the Implementing Agreement and provide evidence of the same to the CERT;

(b) provide the CERT with a copy of the terms and conditions of the applicant's participation in the Implementing Agreement; and

(c) provide the CERT with a letter from the applicant expressing the applicant's desire to join the Implementing Agreement and specifying which Annexes it wishes to join; its acceptance of the terms and conditions of the Implementing Agreement; and the name of the entity that will sign the Implementing Agreement.

3.3.3 The terms and conditions for the admission, participation and withdrawal of Sponsors, including rights and obligations, in Implementing Agreements and their Annexes, if any, shall be established by the Executive Committee of each Implementing Agreement.

3.3.4 Notwithstanding Article 3.3.3, no Sponsor shall have greater rights or benefits than Contracting Parties from OECD non-member countries and no Sponsor shall be designated Chair or Vice-chair of an Implementing Agreement.

3.3.5 The CERT shall have the right to not approve participation of a Sponsor if the terms and conditions of such participation do not comply with this Framework, any Decisions of the CERT or the Governing Board and the Shared Goals of the IEA.

Article 4

Specific Provisions

- 4.1 Unless the CERT otherwise agrees, based on exceptional circumstance and sufficient justification, Implementing Agreements shall be for an initial term of up to, but no more than, five years.
- 4.2 An Implementing Agreement may be extended for such additional periods as may be determined by its Executive Committee, subject to approval of the CERT. Any single extension period shall not be greater than five years unless the CERT otherwise decides, based on exceptional circumstances and sufficient justification.
- 4.3 Notwithstanding Paragraph 4.2, should the duration of the programme of work of an Annex exceed the term of the Implementing Agreement to which it relates, the CERT shall not unreasonably withhold approval to extend the Implementing Agreement for such additional period to permit the conclusion of the work then being conducted under the Annex.
- 4.4 Either the Contracting Parties or the Executive Committee of each Implementing Agreement shall:
 - 4.4.1 approve the programme activities and the annual programme of work and budget for the relevant Implementing Agreement;
 - 4.4.2 establish the terms of the contribution for scientific and technical information, know-how and studies, manpower, capital investment or other forms of financing to be provided by each participant in the Implementing Agreement;
 - 4.4.3 establish the necessary provisions on information and intellectual property and ensure the protection of IEA copyrights, logos and other intellectual property rights as established by the IEA;
 - 4.4.4 assign the responsibility for the operational management of the programme or project to an entity accountable to the Executive Committee of the relevant Implementing Agreement;
 - 4.4.5 establish the initial term of the Implementing Agreement and its Annexes;
 - 4.4.6 approve amendments to the text of the Implementing Agreement and Annexes; and
 - 4.4.7 invite a representative of the IEA Secretariat to its Executive Committee meetings in an advisory capacity and, sufficiently in advance of the meeting, provide the Secretariat with all documentation made available to the Executive Committee members for purposes of the meeting.

Article 5

Copyright

- 5.1 Notwithstanding the use of the IEA name in the title of Implementing Agreements, the Implementing Agreements, the Executive Committee or the entity responsible for the operational management of the programme or project may use the name, acronym and emblem of the IEA as notified to the World Intellectual Property Organisation (WIPO) only upon prior written authorisation of the IEA and solely for the purposes of executing the Implementing Agreements.

- 5.2 The IEA shall retain the copyright to all IEA deliverables and published or unpublished IEA material. Implementing Agreements wishing to use, copy or print such IEA deliverables and/or material shall submit a prior written request of authorisation to the IEA.

Article 6

Reports to the IEA

- 6.1 Each Executive Committee shall submit to the IEA:
- 6.1.1 as soon as such events occur, notifications of any admissions and withdrawals of Contracting Parties and Sponsors, any changes in the names or status of Contracting Parties or Sponsors, any changes in the Members of the Executive Committee or of the entity responsible for the operational management of the programme or project, or any amendments to an Implementing Agreement and Annex thereto;
 - 6.1.2 annual reports on the progress of programmes and projects of the Implementing Agreement and any Annex;
 - 6.1.3 notwithstanding Article 6.1.1, in addition to and with the Annual Report, annually provide the IEA with the following information:
 - (a) the names and contact details of all current Contracting Parties and Sponsors;
 - (b) the names and contact details of all Contracting Parties and Sponsors who may have withdrawn from the Implementing Agreement or any Annex in the year covered by the Annual Report;
 - (c) the names and contact details of all new Contracting Parties and Sponsors who may have joined the Implementing Agreement or any Annex in the year covered by the Annual Report;
 - (d) any changes in the names or status of any Contracting Parties or Sponsors;
 - (e) the names and contact details of the Executive Committee members and the entity responsible for the operational management of the programme or project; and
 - (f) any amendments to the text of an Implementing Agreement and any Annex thereto.
 - 6.1.4 End of Term Reports, which shall include all the information and documentation required by Decisions of the CERT then in effect and relating thereto; and
 - 6.1.5 at the request of the IEA, any other non-proprietary information as may be requested by the IEA in connection with the IEA's mandate.

Article 7

Effective Date

This Framework shall take effect and become binding on all participants in the Implementing Agreements and Annexes from the date of its approval as a decision by the Governing Board.